

**REQUEST FOR PROPOSAL  
External Evaluator for  
Iowa's Enhanced Teacher Compensation  
Implementation Pilot Program**

**2008 Legislative Session  
House File 2679, Section 85  
State of Iowa**

Iowa Department of Education  
Grimes State Office Building  
Des Moines, Iowa 50319

June 23, 2008

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## Section 1 Introduction

### 1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified service providers to contract for an external evaluator to provide services to Iowa Department of Education. The Iowa Department intends to award a **16-month** contract beginning on **September 1, 2008** and ending on **December 31, 2009**. Any contract resulting from the RFP shall not be an exclusive contract.

**Important note:** This contract extends over two fiscal years: September 1, 2008 through June 30, 2009 and July 1, 2009 through December 31, 2009. Vendors should put together a proposal that covers expenses for the full 18-month contract. The Department has allocated a maximum of \$100,000 for the evaluation of the Enhanced Teacher Compensation Pilot.

### 1.2 Definitions

The following terms and acronyms appear throughout the Request for Proposals (RFP).

*Department* means the Iowa Department of Education.

*LEAs* refer to Iowa's local school districts, or local education agencies.

*Enhanced Teacher Compensation Program* is the pilot grant program implemented by the Department based on the recommendations from the Pay for Performance study established by Chapter 284.14 of the Code of Iowa as enacted by Acts 2006 (81 G.A.) HF 2792, § 27.

### 1.3 Background Information

This RFP is designed to provide vendors with the information necessary for the preparation of competitive bid proposals. The RFP process is for the Department's benefit and is intended to provide the Department with competitive information to assist in the selection process. It is not intended to be comprehensive. Each vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

Iowa's Enhanced Teacher Compensation Pilot Implementation Program is designed to test the effectiveness of pay-for-performance and career ladder models, evaluate cost effectiveness, analyze student achievement gains, review assessments, allow thorough review of data, and make necessary adjustments before the possible implementation of

**Iowa Department of Education****Enhanced Teacher Compensation Pilot**

a statewide enhanced teacher compensation system. Three Iowa districts are involved in the implementation pilot. All three districts have agreed to participate in an external evaluation of the pilot.

## Section 2 Administrative Information

### 2.1 Issuing Officer

The Issuing Officer, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Dianne Chadwick, Administrative Consultant  
Iowa Department of Education  
Bureau of Planning, Research, Development, and Evaluation  
Grimes State Office Building  
East 14<sup>th</sup> Street and Grand Avenue  
Des Moines, Iowa 50319-0146

### 2.2 Restriction on Communication

From the issue date of this RFP until announcement of the successful vendor, vendors may contact only the Issuing Officer. The Issuing Officer will respond only to questions regarding the procurement process. Vendors may be disqualified if they contact any state employee other than the issuing officer.

Questions will be submitted and responded to through email to [dianne.chadwick@iowa.gov](mailto:dianne.chadwick@iowa.gov). The deadline for submitting questions is Thursday, July 17, 2008, by 4:30 p.m. Questions will be responded to by Thursday, July 24, 2008.

### 2.3 Downloading the RFP from the Internet

All amendments will be posted on the Department's home page at <http://www.iowa.gov/educate/content/category/15/47/366/>. The vendor is advised to check the Department's home page periodically for amendments to this RFP, particularly if the vendor downloaded the RFP from the Internet, as the vendor may not automatically receive amendments. If the vendor received this RFP as a result of a written request to the Department, the vendor will automatically receive amendments.

### 2.4 Amendment to the RFP and Bid Proposal and Withdrawal of Bid Proposal

The Department reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, the Department may, in its sole discretion, allow vendors to amend their bid proposals in response to the Department's amendment if necessary.

The vendor may amend its bid proposal. The amendment must be in writing, signed by the vendor and received by time set for the receipt of proposals. Electronic mail amendments will be accepted.

Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the Issuing Officer through email if they wish to withdraw their proposals.

## **2.5 Submission of Bid Proposals**

Electronic mail bid proposals will be accepted. The Department must receive the bid proposal at [dianne.chadwick@iowa.gov](mailto:dianne.chadwick@iowa.gov) by 4:30 p.m. Thursday, July 31, 2008. **This is a mandatory requirement and will not be waived by the Department. Any bid proposal received after this deadline will be rejected and returned unopened to the vendor.**

Vendors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the vendor shall not be considered part of the vendor's proposal.

## **2.6 Bid Proposal Opening**

The Department will open the process bid proposals on Monday, August 4, 2008. The bid proposals will remain confidential until the Evaluation Committee has reviewed all of the bid proposals submitted in response to this RFP and the Department has announced a notice of intent to award a contract. See Iowa Code Section 72.3.

## **2.7 Costs of Preparing the Bid Proposal**

The costs of preparation and delivery of the bid proposal are solely the responsibility of the vendor.

## **2.8 Rejection of Bid Proposals**

The Department reserves the right to reject any or all bid proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Department to award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive bid proposal. This RFP process is for the Department's benefit and is intended to provide the Department with competitive information to assist in the selection of a vendor to provide services. It is not intended to be comprehensive and each vendor is

responsible for determining all factors necessary for submission of a comprehensive bid proposal.

## **2.9 Disqualification**

The Department shall reject outright and shall not evaluate proposals for any one of the following reasons:

- 2.9.1** The vendor fails to deliver the bid proposal by the due date and time.
- 2.9.2** The vendor fails to deliver the cost proposal in a separate electronic file.
- 2.9.3** The vendor states that a service requirement cannot be met.
- 2.9.4** The vendor's response materially changes a service requirement.
- 2.9.5** The vendor's response limits the rights of the Department.
- 2.9.6** The vendor fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- 2.9.7** The vendor fails to respond to the Department's request for information, documents, or references.
- 2.9.8** The vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 4 of this RFP.
- 2.9.9** The vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- 2.9.10** The vendor initiates unauthorized contact regarding the RFP with state employees.
- 2.9.11** The vendor provides misleading or inaccurate responses.

## **2.10 Nonmaterial and Material Variances**

The Department reserves the right to waive or permit cure of nonmaterial variances in the bid proposal if, in the judgment of the Department, it is in the Department's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event the Department waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the vendor from full compliance with RFP specifications or other contract requirements if the vendor is awarded the



contract. The determination of materiality is in the sole discretion of the Department.

## **2.11 Reference Checks**

The Department reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal.

## **2.12 Information From Other Sources**

The Department reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts.

## **2.13 Verification of Bid Proposal Contents**

The content of a bid proposal submitted by a vendor is subject to verification. Misleading or inaccurate responses shall result in disqualification.

## **2.14 Criminal History and Background Investigation**

The Department reserves the right to conduct criminal history and other background investigation of the vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the vendor for the performance of the contract.

## **2.15 Bid Proposal Clarification Process**

The Department reserves the right to contact a vendor after the submission of bid proposals for clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the vendor has provided goods or services to the Department or any other political subdivision wherever located, or requests for corrective pages in the vendor's bid proposal. The Department will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the vendor is offering to the Department. An individual authorized to legally bind the vendor shall sign responses to any request for clarification. Responses shall be submitted to the Department within the time specified in the Department's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

## **2.16 Disposition of Bid Proposals**

All proposals become the property of the Department and shall not be returned to the vendor unless all bid proposals are rejected or the RFP is cancelled. In either event, vendors will be asked to send prepaid shipping instruments to the Department for return of the bid proposals submitted. In the event the Department does not receive shipping instruments, the Department will destroy the bid proposals. Otherwise, at the conclusion of the selection process, the contents of all bid proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

## **2.17 Public Records and Requests for Confidential Treatment**

The Department may treat all information submitted by a vendor as public information following the conclusion of the selection process unless the vendor properly requests that information be treated as confidential at the time of submitting the bid proposal. The Department's release of information is governed by Iowa Code chapter 22. Vendors are encouraged to familiarize themselves with chapter 22 before submitting a proposal. The Department will copy public records as required to comply with the public records laws.

Any request for confidential treatment of information must be included in the transmittal letter with the vendor's bid proposal. In addition, the vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law that support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by the Department concerning the confidential status of the materials.

Any bid proposal submitted which contains confidential information must be conspicuously marked as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire bid proposal as confidential may be deemed non-responsive and disqualify the vendor.

If the vendor designates any portion of the RFP as confidential, the vendor must submit one copy of the bid proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 4 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.

The Department will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction.

In the event the Department receives a request for information marked confidential, written notice shall be given to the vendor seven calendar days prior to the release of the information to allow the vendor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code.

The vendor's failure to request confidential treatment of material will be deemed by the Department as a waiver of any right to confidentiality, which the vendor may have had.

## **2.18 Copyrights**

By submitting a bid proposal, the vendor agrees that the Department may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The vendor consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party. The Department shall have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

The Department will reserve all copyrights to products and materials developed through this project.

## **2.19 Release of Claims**

By submitting a bid proposal, the vendor agrees that it will not bring any claim or cause of action against the Department based on any misunderstanding concerning the information provided herein or concerning the Department's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

## **2.20 Presentations**

Vendors may be required to make a presentation of the bid proposal. The presentation will occur at the Department's offices. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Department. The presentation may include slides, graphics and other media selected by the vendor to illustrate the vendor's bid proposal. The presentation shall not materially change the information contained in the bid proposal.

## **2.21 Evaluation of Bid Proposals Submitted**

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP. The Department will not necessarily award any contract resulting from this RFP to the vendor offering the lowest cost to the Department. Instead, the Department will award the contract to the compliant vendor whose proposal receives the most points in accordance

with the evaluation criteria set forth in section 5 of this RFP and subject to approval of the Department.

## **2.22 Award Notice and Acceptance Period**

Notice of intent to award the contract will be sent by email to all vendors submitting a timely bid proposal. Negotiation and execution of the contract shall be completed no later than **August 15, 2008**. If the apparent successful vendor fails to negotiate and deliver an executed contract by **August 31, 2008**, the Department may cancel the award and award the contract to the next highest ranked vendor.

## **2.23 Definition of Contract**

The full execution of a written contract shall constitute the making of a contract for services and no vendor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful vendor and the Department.

## **2.24 Choice of Law and Forum**

This RFP and the resulting contract are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

## **2.25 Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Vendors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

## **2.26 No Minimum Guaranteed**

The Department anticipates that the selected vendor will provide services as requested by the Department. The Department will not guarantee any minimum compensation will be paid to the vendor or any minimum usage of the vendor's services.

## **2.27 Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Department shall have the right

to terminate this contract without penalty by giving sixty (60) days written notice to the vendor as a result of any of the following:

- (1) The legislature fails to appropriate or the governor fails to sign legislation to appropriate funds sufficient to allow the Department to operate as required and to fulfill their obligations under this Agreement;
- (2) The legislature removes statutory language related to the Department and pilots; or
- (3) Funds are de-appropriated or not allocated.

**2.28 Remedies of the Vendor in the Event of Non-Appropriation or Change in Law.** In the event of termination of this contract due to non-appropriation, the exclusive, sole and complete remedy of vendor shall be payment for services completed prior to termination, upon which the Department may in its sole discretion, cease further work on the tasks described in associated with Section 2.27 of this Agreement.

**2.30 Nondiscrimination.** The vendor agrees to not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. The vendor further agrees to abide by the requirements of applicable state and federal anti-discrimination laws, including but not limited to: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Any act of discrimination committed by Vendor, or failure to comply with these statutory obligations when applicable may be considered as a material breach of his contract and shall be grounds for termination.

**SECTION 3 SERVICE REQUIREMENTS****3.1 Introduction**

- (1) Iowa's Enhanced Teacher Compensation Program is designed to test the effectiveness of possible career ladder and pay-for-performance models, evaluate cost effectiveness, analyze student achievement gains, test assessments, allow thorough review of data, and make necessary adjustments before the possible implementation of a statewide enhanced teacher compensation system.

**3.2 Scope of Work**

In order to determine the ability of the enhanced teacher compensation pilot approach to positively affect student learning for kindergarten through grade twelve in selected school districts, an external evaluation will be designed and implemented. The external evaluation will address the strengths and weaknesses of the program design, evaluate cost effectiveness, analyze student achievement gains, and recommend necessary adjustments to the implemented models for effective statewide implementation.

**3.3 Responsibilities of the External Evaluator**

The external evaluator, with guidance from the Department's Project Director will:

- (1) Cooperatively develop, with the Department and Department staff, an evaluation design for the Teacher Compensation Pilot demonstration sites.
- (2) Assist with matching schools and/or establishing procedures for accounting for variance,
- (3) Identify or develop evaluation tools for gathering the necessary data to accomplish the evaluation,
- (4) Identify or develop a web-based database for data collection procedures, housing data, and generating reports,
- (5) Identify tools for conducting data analysis,
- (6) Provide training and/or technical assistance needed for implementing the evaluation design, and
- (7) Prepare and submit a final report and quarterly progress briefings.

**SECTION 4 FORMAT AND CONTENT OF BID PROPOSALS****4.1 Instructions**

These instructions prescribe the format and content of the bid proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the bid proposal.

**Bid Timeline:**

Bid process opening date – July 1, 2008

Deadline for submitting questions to Issuing Officer – July 17, 2008

Deadline for response to questions – July 24, 2008

Deadline for receiving bids – July 31, 2008

Award date – August 31, 2008

**4.1.1** Bid proposal shall be submitted electronically.

**4.1.2** Electronic signatures will be accepted for Attachments #2-5

**4.1.3** Electronic bid submission shall include a header titled External Evaluator for Iowa's Enhanced Teacher Compensation Program and footer with the vendor's name.

**4.1.4** If the vendor designates any information in its proposal as confidential pursuant to section 2.22, the vendor must also submit one (1) copy of the bid proposal from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.

**4.1.5** Bid proposals shall not contain promotional or display materials.

**4.1.6** Attachments shall be referenced in the bid proposal.

**4.1.7** If a vendor proposes more than one method of meeting these requirements, each should be labeled and submitted separately. Each will be evaluated separately.

The following documents and responses shall be included in the bid proposal in the order given below:

**4.2.1 Transmittal Letter**

An individual authorized to legally bind the vendor shall sign the transmittal letter. The letter shall include the vendor's mailing address, electronic mail address, fax number, and telephone number.

Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address, and telephone number of the individual authorized to respond to the Department about the confidential nature of the information.

**4.2.2 Vita of Project Director or Manager**

The vendor shall provide a detailed vita for the project director or manager that includes the following information:

- 4.2.2.1** Full name.
- 4.2.2.2** Business address.
- 4.2.2.3** Business telephone number and fax number.
- 4.2.2.4** Post-secondary educational history.
- 4.2.2.5** Years of experience and employment history particularly as it relates to the responsibilities described in section 3.3.
- 4.2.2.6** Description of experience in working with software programs including web-based program development.
- 4.2.2.7** Description of experiences in working with teams of individuals on large-scale, evaluation projects.
- 4.2.2.8** Description of experiences in working with content specialists or experts on large-scale, evaluation projects.
- 4.2.2.9** Description of experiences in establishing and maintaining working relationships with project directors.



- 4.2.2.10** Description of experiences in designing and delivering training and technical assistance needed to support the collection of data for implementing the evaluation design.
- 4.2.2.11** List of products, papers, professional articles and other relevant materials produced or developed by the individual.
- 4.2.2.12** List of at least 3 previous clients knowledgeable about the individual's performance in providing services similar to those described in section 3.3; the information on previous clients must include the full name of the individual to contact, agency or business name, mailing address, telephone number, and fax number.

### **4.2.3 Background Information**

The vendor shall provide the following general background information:

- 4.2.3.1** Name, address, telephone number, fax number and e-mail address of the vendor including all d/b/a's or assumed names or other operating names of the vendor.
- 4.2.3.2** Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
- 4.2.3.3** State of incorporation, state of formation, or state of organization.
- 4.2.3.4** Identity and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the vendor's performance under the terms of this RFP.
- 4.2.3.5** Local office address and phone number (if any).
- 4.2.3.6** Number of employees.
- 4.2.3.7** Type of business.
- 4.2.3.8** Name, address and telephone number of the vendor's representative to contact regarding all contractual and technical matters concerning this proposal.
- 4.2.3.9** Name, address and telephone number of the vendor's representative to contact regarding scheduling and other arrangements.

- 4.2.3.10** Name and qualifications of any subcontractors who will be involved with this project.
- 4.2.3.11** Identify the vendor's accounting firm.
- 4.2.3.12** The successful vendor will be required to register to do business in Iowa. If already registered, provide the date of the vendor's registration to do business in Iowa and the name of the vendor's registered agent.

#### **4. 2.4 Experience**

The vendor must provide the following information regarding its experience:

- 4.2.4.1** Number of years in business.
- 4.2.4.2** Number of years of experience with providing the types of services sought by the RFP.
- 4.2.4.3** Describe the level of technical experience in providing the types of services sought by the RFP.
- 4.2.4.4** List all services similar to those sought by this RFP that the vendor has provided to other businesses or governmental entities.
- 4.2.4.5** Letters of reference from three (3) previous clients knowledgeable of the vendor's performance in providing services similar to the services described in this RFP and a contact person and telephone number for each reference.

#### **4.2.5 Financial Information**

The vendor must provide the following financial information

- 4. 2.5.1** Submit audited financial statements (annual reports) for the last 3 years.
- 4. 2.5.2** Provide a minimum of three (3) financial references.

#### **4.2.6 Terminations, Litigation, Debarment**

The vendor must provide the following information:

- 4.2.6.1** During the last five (5) years, has the vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.

- 4.2.6.2** During the last five (5) years, describe any damages or penalties of anything of value traded or given up by the vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated account of the cost of that incident to the vendor.
- 4.2.6.3** During the last five (5) years, describe any damages or penalties or anything of value traded or given up by vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the vendor.
- 4.2.6.4** During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the vendor to engage in any business, practice or activity.
- 4.2.6.5** During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the vendor to perform the required services. The vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid proposal, and with respect to the successful vendor after the execution of a contract must be disclosed in a timely manner in a written statement to the Department.
- 4.2.6.6** During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

#### **4.2.7 Proposal Certification**

The vendor shall sign and submit with the bid proposal the document included as Attachment #2 in which the vendor shall certify that the contents of the bid proposal are true and accurate.

**4.2.8 Acceptance of Terms and Conditions**

The vendor shall specifically agree that the bid proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the vendor objects to any term or condition, the vendor must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the vendor.

**4.2.9 Certification of Independence and No Conflict of Interest**

The vendor shall sign and submit with the bid proposal the document included as Attachment #3 in which the vendor shall certify that it developed the bid proposal independently. The vendor shall also certify that no relationship exists or will exist during the contract period between the vendor and the Department that interferes with fair competition or is a conflict of interest. The Department reserves the right to reject a bid proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the Department.

**4.2.10 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

The vendor shall sign and submit with the bid proposal the document included as Attachment #4 in which the vendor shall certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, Department or agency.

**4.2.11 Authorization to Release Information**

The vendor shall sign and submit with the bid proposal the document included as Attachment #5 in which the vendor authorizes the release of information to the Department.

**4.2.12 Firm Bid Proposal Terms**

The vendor shall guarantee in writing the availability of the services offered and that all bid proposal terms, including the cost proposal for Year 1 in section 4.3, will remain firm a minimum of 90 days following the deadline for submitting proposals.

### 4.3 Cost Proposal

The vendor shall provide its cost proposal for the external evaluation in the following table format.

<b>COST ITEMS</b>				
<b>PERSONNEL</b>				
	Salary	Benefits	Total	
Project Director or Manager				
Evaluation Design and Development				
Data Collection and Database Maintenance				
Data Analysis				
Reporting Preparation				
Secretarial Staff				
Training and Technical Assistance				
Total Personnel Cost				
<b>PERSONNEL – TRAVEL COSTS</b>				
	Meals	Lodging	Mileage	Total
<b>RESOURCE MATERIALS – Provide Specifics</b>				Total
<b>OTHER – Provide Specifics</b>				Total
<b>EVALUATION COST (Total of Personnel, Travel, Resource Materials and Other Costs)</b>				Total
<b>TOTAL EVALUATION COST including Indirect Costs</b>				

## **Section 5 Evaluation of Bid Proposals**

### **5.1 Introduction**

This section describes the evaluation process that will be used to determine which bid proposal provides the greatest benefits to the Department. The evaluation process is designed to award the contract not necessarily to the vendor of least cost, but rather to the vendor with the best combination of attributes to perform the required services. All bid proposals meeting all mandatory requirements will be considered by the Evaluation Committee.

### **5.2 Evaluation Committee**

The Department intends to conduct a comprehensive, fair, and impartial evaluation of bid proposals received in response to this RFP. The Department will use the independent readers to review and evaluate the proposals.

### **5.3 Evaluation Process**

- 5.3.1** Bid proposals will be reviewed and scored by a group of independent readers. The Director, as a voting member of the Department, will not be one of the independent readers.
- 5.3.2** Bid proposals that do not meet the basic threshold scores identified in section 5.4 will be eliminated.

**5.4 Evaluation Criteria****5.4.1 Project Director or Manager**

<b>Minimum Standard Not Met</b>	<b>Meets Minimum Standard</b>	<b>Exceeds Minimum Standard</b>
Does not have a Master's degree in field or related field <b>-1</b>	Has Master's degree in field or related field <b>0</b>	Has advanced degree in field or related field and/or has advanced training beyond Master's degree <b>+1</b>
Has limited or no experience with software programs including web-based program development <b>-1</b>	Has experience with software programs including web-based program development <b>0</b>	Has extensive experience with software programs including web-based program development. <b>+1</b>
Has no experience in working with teams of individuals on evaluation <b>-1</b>	Has experience in working with teams of individuals on evaluation <b>0</b>	Has extensive experience in working with teams of individuals on evaluation <b>+1</b>
Has no experience in establishing and maintaining working relationships with project directors <b>-1</b>	Has experience in establishing and maintaining working relationships with project directors <b>0</b>	Has extensive experience in establishing and maintaining working relationships with project directors <b>+1</b>
Has no experience in establishing and maintaining working relationships with content specialists and experts <b>-1</b>	Has experience in establishing and maintaining working relationships with content specialists and experts <b>0</b>	Has extensive experience in establishing and maintaining working relationships with content specialists and experts <b>+1</b>
Has no experience in designing and delivering training and technical assistance needed to support the collection of data for implementing the evaluation design <b>-1</b>	Has experience in designing and delivering training and technical assistance needed to support the collection of data for implementing the evaluation design <b>0</b>	Has extensive experience in designing and delivering training and technical assistance needed to support the collection of data for implementing the evaluation design <b>+1</b>

**Score: \_\_\_\_\_****Basic Threshold Score: +2**

**5.4.2 Vendor Requirements**

	Unsatisfactory	Satisfactory
Background Information	-1	0
Experience	-1	0
Personnel	-1	0
Financial Information	-1	0
Terminations, Litigation, Debarment	-1	0
Proposal Certification	-1	0
Acceptance of Terms and Conditions	-1	0
Certification of Independence and No Conflict of Interest	-1	0
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions	-1	0
Authorization to Release Information	-1	0
Firm Bid Proposal Terms	-1	0

**Score: \_\_\_\_\_****Basic Threshold Score: 0****5.4.3 Cost Proposal**

	Judged Excessively High by Prevailing Industry Rate	Judged Reasonable by Prevailing Industry Rate	Judged Below Prevailing Industry Rate
Evaluation Cost	-1	0	+1

**Score: \_\_\_\_\_****Basic Threshold Score: 0****5.5 Recommendation of the Independent Readers**

The final ranking and recommendation(s) of the independent readers shall be presented by the Issuing Officer to the Department for consideration. This recommendation may include, but is not limited to, the name of one or more vendors recommended for selection or a recommendation that no vendor be selected.



## Section 6 Contract Terms and Conditions

### 6.1 Contract Terms and Conditions

The contract that the Department expects to award as a result of this Request for Proposal will be based upon the bid proposal submitted by the successful vendor and this solicitation. The contract between the Department and the successful vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained in Attachment #1, the offer of the vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the Department.

The contract terms contained in Attachment #1 are not intended to be a complete listing of all contract terms but are provided only to enable vendors to better evaluate the costs associative with the RFP and the potential resulting contract. Vendors should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the revenue proposal or any pricing quoted by the vendor.

**By submitting a proposal, each vendor acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in its proposal. If a vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the Agency, in its sole discretion, resulting in possible disqualification of the proposal.** The Agency reserves the right to either award a contract without further negotiation with the successful vendor or to negotiate contract terms with the selected vendor if the best interests of the Agency would be served.

### 6.2 Contract Length

The term of the contract will be **24-months** and will commence **on September 1, 2008**, and end on **December 31, 2009**.

***Attachment #1***

Contract Terms and Conditions

Agreement #
-------------

### CONTRACTUAL AGREEMENT BETWEEN

STATE OF IOWA, DEPARTMENT OF EDUCATION, (DE) Bureau/Division of \_\_\_\_\_  
 Grimes State Office Bldg., 400 E 14<sup>th</sup> St, Des Moines, IA 50319-0146.  
 Department Contact Person: \_\_\_\_\_ Phone: (515) \_\_\_\_\_

**AND**

CONTRACTING PARTY - AGENCY OR INDIVIDUAL: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY, STATE, ZIP: \_\_\_\_\_ Phone: \_\_\_\_\_  
 AGENCY CONTACT PERSON OR AGENCY PERSON TO PERFORM SERVICES: \_\_\_\_\_

CONTRACTING PARTY: IF AN INDIVIDUAL, YOUR SOCIAL SECURITY NUMBER: \_\_\_\_\_  
 IF AN AGENCY, YOUR FEIN NUMBER: \_\_\_\_\_

THE DEPARTMENT WILL COMPENSATE FOR THE FOLLOWING SERVICES RENDERED BY  
 CONTRACTING PARTY:  
 (DESCRIPTION OF SERVICES) \_\_\_\_\_

**CONTRACT PERIOD:** Service begins: \_\_\_\_\_ Service ends: \_\_\_\_\_

**COMPENSATION:** As indicated and in accordance with the stated terms below.

Contract is for actual costs estimated as shown here in total and itemized below under  
 "Associated Costs" section.

Contract is for a specified fee totaling the shown amount for \_\_\_\_\_ (Number) \_\_\_\_\_  
 (Units) at \$\_\_\_\_\_ per \_\_\_\_\_ (Unit)

**\$0.00****CONTRACT IS NOT TO EXCEED AMOUNT SHOWN ON THIS LINE.**

**ASSOCIATED COSTS:** Only the items designated are covered; required documentation is indicated under "Other  
 Conditions and Requirements" section. (Estimated costs shown)

\$\_\_\_\_\_ TRAVEL: FROM \_\_\_\_\_ TO \_\_\_\_\_ AND RETURN

via means and for the amounts shown:

Air Coach \$\_\_\_\_\_ Auto \$\_\_\_\_\_ Taxi \$\_\_\_\_\_ Parking \$\_\_\_\_\_

Other \$\_\_\_\_\_ (As stipulated in "Description of Services" section.)

\$\_\_\_\_\_ MEALS: Actual and necessary; not to exceed the following rates:

Breakfast \$\_\_\_\_\_ Lunch \$\_\_\_\_\_ Dinner \$\_\_\_\_\_

\$\_\_\_\_\_ LODGING: Number of nights \_\_\_\_\_, not to exceed \$\_\_\_\_\_ per night, plus tax.

\$\_\_\_\_\_ OTHER: (ITEMIZE) \_\_\_\_\_

**CLAIM/PAYMENT PROVISIONS:** \_\_\_\_\_

Payment requests should be submitted to the attention of: \_\_\_\_\_

*FOR DEPARTMENT OF EDUCATION USE ONLY*							PAYMENTS
FUND	AGENCY	ORGN	S/ORG	OBJ	ARC	AMOUNT	
	0282						
	0282						
	0282						
	0282						
TOTAL CONTRACT AMOUNT						\$0.00	
PRE-CONTRACT (ATTACHED OR N/A)		SOLE SOURCE (ATTACHED OR N/A)		PRIOR APPROVAL (ATTACHED OR N/A)			

**OTHER CONDITIONS/REQUIREMENTS:** Unless otherwise stipulated, the rates and requirements listed below shall apply:

Mileage reimbursement rate: 39 ¢ per mile.

Original Receipts: Must be submitted with a signed claim when the contract is with an individual. Receipts are required for the following: (Credit card receipts are not acceptable)

TRAVEL: Air coach, taxi fares, related parking fees and car rental.

LODGING: Reimbursement approved only for those residing outside the designated meeting site. Lodging must be outside contracting party's domicile.

OTHER: Registration fees and other items (as designated under "Associated Costs" section) require receipts unless specified otherwise.

Itemized Invoice: An agency must submit an itemized invoice detailing the expenses allowed by the contract.

**ALL CLAIMS MUST BE FILED WITHIN 30 DAYS FOLLOWING THE CONTRACT SERVICE ENDING DATE.**

**TERMINATION:** This contract may be terminated by either party upon ten- (10) days written notice.

**NONTRANSFERENCE:** Unless otherwise stipulated in this contract, the contracting party shall not transfer any interest in this contract without prior written approval from the Department of Education.

**AMENDMENTS:** Requests for an approval of amendments to this agreement must be mutually acceptable and in writing.

**INDEMNIFICATION:** The contracting party agrees jointly and severally to indemnify and hold the State, its successors and assigns harmless from and against all liability, loss, damage, or expense, including reasonable counsel fees, which the State shall incur by reason of the failure of the contracting party to perform fully and comply with the terms and obligations of this agreement.

**AVAILABILITY OF FUNDS:** This contract is subject to the anticipated availability of Federal and/or State funds under the program from which it is supported.

**ASSURANCE:** THE CONTRACTING PARTY, BY SIGNATURE AFFIXED BELOW, ASSURES THE DEPARTMENT THAT SAID CONTRACTING PARTY IS OPERATING IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL STATUTES, RULES AND REGULATIONS. INCLUDING CERTIFICATION THAT THE CONTRACTOR AND/OR ITS PRINCIPAL OFFICIALS ARE NOT SUSPENDED OR DISBARRED.

**REPRESENTATIONS:** VERBAL OR WRITTEN, THAT MAY HAVE BEEN MADE PRIOR TO THE SIGNING OF THIS CONTRACT AND ARE NOT EXPRESSLY STATED IN THE TERMS OF THE CONTRACT, ARE NONBINDING, VOID AND OF NO EFFECT. NEITHER PARTY HAS RELIED ON SUCH PRIOR REPRESENTATIONS IN ENTERING INTO THIS CONTRACTUAL AGREEMENT.

_____ DE CONTACT (Requesting service)	_____ TITLE	____/____/____ DATE
_____ DE ADMINISTRATION	_____ TITLE	____/____/____ DATE
_____ CONTRACTING AGENCY OR INDIVIDUAL	_____ TITLE	____/____/____ DATE

\_\_\_\_\_  
DE AUTHORIZING SIGNATURE      TITLE      DATE

**CONTRACTING PARTY: SIGN, DATE, AND RETURN ORIGINAL COPY TO THE DEPARTMENT.  
THIS CONTRACT WILL BE VALID WHEN YOU RECEIVE A COPY WITH THE DEPARTMENT OF  
EDUCATION'S AUTHORIZING SIGNATURE.**

AGREEMENT # \_\_\_\_\_

***Attachment #2***

Date

Dianne Chadwick, Issuing Officer  
Iowa Department of Education  
Bureau of Planning, Research, Development, and Evaluation  
Grimes State Office Building  
East 14<sup>th</sup> and Grand Avenue  
Des Moines, IA 50319-0146

Re: PROPOSAL CERTIFICATION

Dear Dianne Chadwick:

I certify that the contents of the proposal submitted on behalf of (Name of Vendor) in response to the Iowa Department of Education for an External Evaluator for Iowa's Enhanced Teacher Compensation Program are true and accurate. I also certify that (Name of Vendor) has not made any knowingly false statements in its proposal.

Sincerely,

---

Name and Title

Date

Dianne Chadwick, Issuing Officer  
Iowa Department of Education  
Bureau of Planning, Research, Development, and Evaluation  
Grimes State Office Building  
East 14<sup>th</sup> and Grand Avenue  
Des Moines, IA 50319-0146

Re: CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

Dear Dianne Chadwick:

By submitting a proposal in response to the Iowa Department of Education Request for Proposal for an External Evaluator for the Department Pilot Grant Program, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other vendor.
4. No attempt has been made or will be made by (Name of Vendor) to induce any other vendor to submit or not to submit a proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Vendor) and the Agency that interferes with fair competition or as a conflict of interest.

Sincerely,

---

Name and Title

***Attachment #4***

Date

Dianne Chadwick, Issuing Officer  
Iowa Department of Education  
Bureau of Planning, Research, Development, and Evaluation  
Grimes State Office Building  
East 14<sup>th</sup> and Grand Avenue  
Des Moines, IA 50319-0146

Re: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
ELIGIBILITY, AND VOLUNTARY EXCLUSION

Dear Dianne Chadwick:

By submitting a proposal in response to the Iowa Department of Education's Request for Proposal for an External Evaluator for the Department Pilot Grant Program, the undersigned certifies the following:

1. I certify that, to the best of my knowledge, (Name of Vendor) and all of its principals:  
(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or agency; (b) have not within a three year period preceding this proposal been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or other criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause.
2. This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Sincerely,

---

Name and Title



***Attachment #5***

Date

Dianne Chadwick, Issuing Officer  
Iowa Department of Education  
Bureau of Planning, Research, Development, and Evaluation  
Grimes State Office Building  
East 14<sup>th</sup> and Grand Avenue  
Des Moines, IA 50319-0146

Re: AUTHORIZATION TO RELEASE INFORMATION

Dear Dianne Chadwick:

**[Name of vendor]** hereby authorizes the Iowa Department of Education to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful vendor in response to Request for Proposal Number #RPP-001.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations. The vendor is willing to take that risk.

The vendor hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency in the evaluation and selection of a successful vendor in response to Request for Proposal Number #PFP-001.

The vendor authorizes representatives of the Agency to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the undersigned's proposal submitted in response to Request for Proposal Number #PFP-001.

The vendor further authorizes any and all persons, entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and

**Iowa Department of Education**

**Enhanced Teacher Compensation Pilot**

all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency in the evaluation and selection of a successful vendor in response to Request for Proposal Number #PFP-001.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

\_\_\_\_\_  
Printed Name of Vendor Organization

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Date